

Remarks

Claims 38-57 are pending, and claims 38-57 stand rejected. Claims 38-40, 43-50, and 53-57 are amended by this response. Claims 41-42 and 51-52 are cancelled without prejudice by this response. The Applicants respectfully traverse the rejection and request allowance of claims 38-40, 43-50, and 53-57.

§ 103 Claim Rejections

Claims 38-57 stand rejected under 35 U.S.C. § 103(a) over U.S. Patent 6,160,874 (Dickerman) in view of U.S. Patent 6,310,873 (Rainis), and further in view of U.S. Patent 5,844,972 (Jagadish) or U.S. Patent 5,659,601 (Cheslog), and admitted prior art. The Applicants amended independent claims 38 and 48 and submit that claims 38-40, 43-50, and 53-57 are novel and non-obvious over Dickerman, Rainis, Jagadish, Cheslog, admitted prior art, and any combination thereof.

Claim 38, as amended, provides that for each of the plurality of communications service events, the method includes determining if a communications service event is complete. If the communications service event is not complete, then the method includes determining an estimated cost of the communications service event, formatting a pre-authorization and hold request for the estimated cost, and processing the pre-authorization and hold request over the financial bank card network. If the communications service event is complete, then the method includes posting an actual amount for the call to the financial bank card network. The combination of the references cited by the Examiner does not teach these limitations of claim 38.

Dickerman describes a method of replenishing a debit account with a credit card. The amount placed in the debit account is up to the owner of the credit card. As is traditionally done with calling cards and other debit accounts for telecommunications, the amount in the debit account is determined before the call is authorized. If there is sufficient funds in the debit account, then the call is authorized. The debit account is actively debited during a call as payment for the call. When the account is empty, the account is replenished, such as with a credit card. The method in Dickerman does not determine if a call is complete, and then determine an estimated cost of the communication service event and transmit a pre-authorization and hold request for the estimated cost to the financial bank card network if the call is not

complete, as described in claim 38. The method in Dickerman simply debits an account based on the length of the call.

The Examiner, on page 2 of the office action, states that Dickerman teaches a pre-authorization hold request in column 8, line 20 et seq. The Applicants disagree with the Examiner and ask the Examiner to clearly describe how this section in Dickerman teaches a pre-authorization hold request.

Rainis describes a method of selecting a method of payment for a call. A user receives quotes for the call from telephone servers. The user selects one of the telephone servers to place the call. The user is then billed the actual amount for the call. The method in Rainis does not determine if a call is complete, and then determine an estimated cost of the communication service event and transmit a pre-authorization and hold request for the estimated cost to the financial bank card network if the call is not complete, as described in claim 38. The method in Rainis simply charges the user based on the quote and the length of the call.

The same argument applies for Jagadish and Cheslog.

Further, the method in claim 38 further provides the steps of accumulating the plurality of communications service events and associated costs over a billing period and determining whether the customer is due a credit or accessed a surcharge. The combination of the references cited by the Examiner does not teach these limitations of claim 38.

The Examiner states on page 3 of the Office Action that it would be obvious to update the customer account based on the accumulated communications charges at the end of the billing period. The Applicants disagree in light of the amendments to claim 38. Normal telephone bills do not charge the customer until the end of the billing period. Therefore, it is easy to update the bill at the end of the billing period as no payments have been made. In claim 38, events are charged to the customer when the events are completed, not necessarily at the end of the billing period. Once the billing period is over, the method in claim 38 accumulates the events during the billing period and determines if the customer is due a credit or accessed a surcharge. In either event, the method posts the credit or surcharge to the financial bank card network. None of the references teach accumulating communication charges and determining a credit or surcharge as described in claim 38.

Based on the remarks, the Applicants submit that claim 38 is novel and non-obvious over Dickerman, Rainis, Jagadish, and Cheslog. Claim 48 is novel and non-obvious for similar

reasons. The dependent claims are novel and non-obvious as being dependent on one of the independent claims.

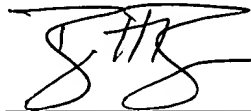
Conclusion

Based on the above remarks, the Applicants submit that claims 38-40, 43-50, and 53-57 are allowable. There may be additional reasons in support of patentability, but such reasons are omitted in the interests of brevity.

Any fees may be charged to deposit account 21-0765.

Respectfully submitted,

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